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*Attorneys for Plaintiff METROPOLITAN LIFE
INSURANCE COMPANY*

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,

Plaintiff,

v.

ACDF, LLC, a California limited liability
company, as successor by merger to 104
PARTNERS, LLC; WILLOW AVENUE
INVESTMENTS, LLC, a California limited
liability company; ASHLAN & HAYES
INVESTMENTS, LLC, a California limited
liability company; GRANTOR FRESNO
CLOVIS INVESTMENTS, LLC, a California
limited liability company; MARICOPA
ORCHARDS, LLC, a California limited
liability company; FARID ASSEMI, an
individual; FARSHID ASSEMI, an individual;
DARIUS ASSEMI, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No. 1:24-cv-01261-KES-SAB

**DECLARATION OF THOMAS A.
WOODS IN SUPPORT OF *EX PARTE*
MOTION FOR ORDER APPOINTING
RECEIVER AND FOR PRELIMINARY
INJUNCTION**

Date:
Time:
Dept.:

Action Filed: October 16, 2024
Trial Date: Not Set

1 I, Thomas A. Woods, declare as follows:

2 1. I am a partner at the law firm Stoel Rives LLP, counsel of record for Plaintiff
3 Metropolitan Life Insurance Company (“MetLife”) in the above-captioned matter. I am licensed
4 to practice law in the state of California.

5 2. I have personal knowledge of the facts stated herein and would competently testify
6 thereto if called as a witness. I submit this Declaration in support of Plaintiff’s *Ex Parte* Motion for
7 an Order Appointing a Receiver and for Preliminary Injunction (the “Motion”).

8 3. Pursuant to Local Rule 232(a)-(b), the Court may appoint a receiver on shortened
9 notice “upon on appropriate showing of necessity and immediacy of potential harm.”

10 4. Pursuant to Local Rule 231(d), all motions for preliminary injunction shall be
11 accompanied by (i) briefs on all relevant legal issues to be presented by the motion, (ii) affidavits
12 in support of the motion, including affidavits on the question of irreparable injury, and (iii) a
13 proposed order with a provision for a bond. *See* L.R. 230, 151.

14 5. Pursuant to Section 1.C.4 of this Court’s Standing Order in Civil Cases, each *ex*
15 *parte* application requires a declaration stating: “(1) the need for the issuance of such an order,
16 (2) the inability of the filer to obtain a stipulation for the issuance of such an order from other
17 counsel or parties in the action, and (3) why such request cannot be noticed on the court’s motion
18 calendar as provided by Local Rule 230.

19 **A RECEIVER AND PRELIMINARY INJUNCTION ARE IMMEDIATELY NECESSARY**

20 6. Plaintiff cannot seek relief though a formal noticed motion filed pursuant to Local
21 Rule 230. The requested relief must issue *ex parte* to prevent immediate and irreparable injury to
22 Plaintiff. As attested to in the Declarations of Jeremy Rasmussen and Phillip Christensen (the
23 “Proposed MetLife Receiver”) and submitted concurrently with the Motion, Defendants are
24 seriously delinquent in payments on loans provided by Plaintiff. Defendants’ remaining assets are
25 insufficient to secure its obligations to Plaintiff, who now faces immediate risk that its collateral
26 will be irreparably harmed by Defendants.

1 7. MetLife is informed and believes, based on discussions with employees at
2 Agriglobe who recently conducted inspections of the Property and interviews with Borrowers' farm
3 managers, that there has been deferred cultural maintenance of the biological assets on the Property
4 and the following needs to occur or the biological assets on the Property will be damaged or
5 destroyed: post-harvest irrigation; post-harvest fertility; post-harvest soil amendments; winter
6 sanitation (removal of any crop remaining on the trees); dormant insecticide spray applications;
7 vertebrate control; pruning; and general repairs and maintenance to the irrigation system and other
8 infrastructure. (*See* Rasmussen Decl. ¶ 25; Christensen Decl. ¶ 6.)

9 8. As a result of the foregoing, there is manifest danger of loss, deterioration, and
10 diminution of the Property, which, along with the revenue generated by its operations, is the
11 primary source for repayment of the Loans, and Plaintiff, as an interested and secured party, is
12 threatened with material losses and injuries for which it has no adequate remedy at law against
13 Borrowers. (*See* Rasmussen Decl. ¶ 26.)

14 **PLAINTIFF'S EFFORTS TO MEET AND CONFER AND STIPULATE**

15 9. Plaintiff, through its counsel, has made a good faith concerted effort to meet and
16 confer with Defendants to reach a stipulation that sufficiently mitigates the immediate risk of harm
17 Plaintiff faces.

18 10. First, on October 18, 2024, an attorney for Plaintiff contacted Counsel for
19 Defendants (Mr. David Hurst) and advised of Plaintiff's plan and intent to file its Application and
20 Motion for a Receivership in this and related cases.

21 11. To date, Counsel for Defendants has not responded to Plaintiff's Counsels' inquiries
22 or stated that Defendants will object to Plaintiff's Application and/or Motion.

23 12. And on October 21, 2024, the undersigned followed up via email with Counsel for
24 Defendants in addition to Counsel for purported Interested Third Parties: The Prudential Life
25 Insurance Company of America ("Prudential") and U.S. Bank National Association ("U.S. Bank").
26 Specific detail of Plaintiff's plan and intent to file this Motion for Receivership by today's date was
27 provided. In addition, all Counsel were asked to stipulate to the relief requested. Indeed, it was
28

1 noted that Defendants and/or their related businesses -- also in default as to Prudential and U.S.
2 Bank -- had stipulated and agreed to at least one effectively identical Receivership.

3 13. Counsel for Prudential stated a willingness to stipulate if particular details that
4 interest Prudential could be agreed to. To date, the Plaintiff and Prudential are unable to come to
5 agreement.

6 14. Counsel for U.S. Bank, however, has stated its intent to object to Plaintiff's ex parte
7 application and Motion for Receivership unless Plaintiff will agree to substantial concessions
8 favorable to U.S. Bank (i.e., stipulations and concessions above and beyond those articulated by
9 Prudential). At present, it is not anticipated that agreement will be reached with U.S. Bank with
10 respect to its objections. In part for that reason and regardless of any other objections, this Motion
11 was filed given the urgency and end of financing that has been made available to Defendants by
12 Prudential. Plaintiff's collateral now requires protection by Plaintiff.

13 **ORAL TESTIMONY AND ESTIMATED HEARING TIME**

14 15. Pursuant to Local Rule 231(d)(3), the parties shall inform the Court whether they
15 desire to present oral testimony at the hearing and provide an estimate of the amount of time they
16 anticipate will be required for the hearing.

17 16. Plaintiff believes the Declarations submitted concurrently herewith provide
18 sufficient evidentiary basis for the Court to issue an order for MetLife's Receivership in this matter.
19 Plaintiff would submit any additional testimony at hearing that the Court deems necessary, if any.
20 Plaintiff estimates from previous, similar receivership motions involving Defendants that any
21 hearing on this matter may approximate 1.5 to 2 hours.

22
23 I declare under penalty of perjury under the laws of the United States of America that the
24 foregoing is true and correct and that this Declaration was executed this 22nd day of October, 2024,
25 at Sacramento, California.

26
27 /s/ Thomas A. Woods
28 THOMAS A. WOODS